



IN THE UNITED STATES PATENT & TRADEMARK OFFICE

Application of:

LICHT, William Robert

Serial No.: 10/715,757

Filed: November 18, 2003

Title: IN-SITU GASIFICATION OF SOOT
CONTAINED IN EXOTHERMICALLY
GENERATED SYNGAS STREAM

Docket No.: 35050

Confirmation No.: 5267

Group Art Unit: 1754

Customer No.: 23589

Examiner: VANOY, Timothy C.

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

POWER OF ATTORNEY

The Owner of the entire right, title, and interest in the above-referenced application is National Institute for Strategic Technology Acquisition and Commercialization (NISTAC)(hereinafter "Assignee"), a Kansas corporation, with its principal place of business at 1500 Hayes Drive, Manhattan, Kansas. The undersigned, Mr. Robert Reader, Vice President, Licensing, has the authority to sign on behalf of Assignee.

An assignment of the above-referenced application from the inventors, LICHT, William Robert; NATARAJ, Shankar; PENG, Xiang-Dong; and REPASKY, John Michael was recorded at reel 015131, frame 0336.

Assignee hereby appoints the attorneys and agents of Hovey Williams LLP, associated with Customer Number:

23589

as its attorneys and agents for the purpose of receiving all future correspondence in connection with said patent application and transacting all business in the United States Patent and Trademark Office with respect to said patent application.

BEST AVAILABLE COPY

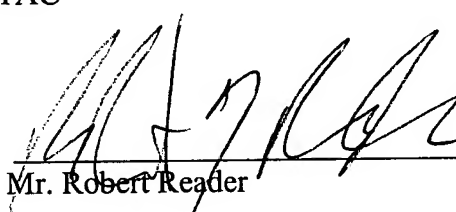
Those attorneys and agents are presently:

Robert D. Hovey	19,223	Michael B. Hurd	32,241
Warren N. Williams	19,156	Tracey S. Truitt	43,205
Stephen D. Timmons	26,513	David V. Ayres	46,529
John M. Collins	26,262	Kameron D. Kelly	44,181
Thomas H. Van Hoozer	32,761	Gregory J. Skoch	48,267
Thomas B. Luebbering	37,874	Jennifer C. Bailey	52,583
Andrew G. Colombo	40,565	Matthew P. Harlow	52,994
Scott R. Brown	40,535	Joan Optican Herman	31,968
Tracy L. Bornman	42,347	Sam M. Korte	56,557

Please send correspondence to Hovey Williams LLP, 2405 Grand Blvd., Suite 400, Kansas City, Missouri 64108, and direct telephone calls to (816) 474-9050.

NISTAC

By:


Mr. Robert Reader

30 Nov 05
DATE

(DOCKET NO. 35050)

ASSIGNMENT


For value received, we, William Robert Licht, Shankar Nataraj, Ziang-Dong Peng, and John Michael Repasky, hereby sell, assign, and transfer to **The MID-AMERICA COMMERCIALIZATION CORPORATION** a non-profit institution organized and existing under the laws of the Commonwealth of Kansas, with offices at 1500 Hayes Drive, Manhattan, Kansas 66502, the entire right, title, and interest in and to the invention relating to

**In-Situ Gasification of Soot Contained in
Exothermically Generated Syngas Stream**

described in our application for Letters Patent of the United States (identified by Docket No. 06429 USA) executed of even date herewith, in and to all Letters Patent which may be issued upon said application, in and to any divisional or reissue applications based thereon, and in and to all Letters Patent upon said invention or improvements which may be granted in foreign countries. We hereby also assign and convey to said **MID-AMERICAN COMMERCIALIZATION CORPORATION**, all the rights accruing to us by virtue of the International Convention for the Protection of Industrial Property (Art. 4), including the right to apply for and to have patents issued in its own name.

And we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and the Officials of the Patent Offices of all other countries to issue the Letters Patent of their respective countries to said **MID-AMERICAN COMMERCIALIZATION CORPORATION**, as assignee of the entire right, title, and interest in and to the same.

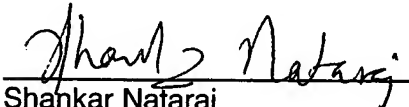
And we hereby promise and agree to execute all papers and perform all acts necessary to secure to and vest in said **MID-AMERICAN COMMERCIALIZATION CORPORATION**, its successors and assigns, the rights conveyed as herein set forth.

 (L.S.)
William Robert Licht

17 March 2004
Date

 (L.S.)
Xiang-Dong Peng

March 17, 2004
Date

 (L.S.)
Shankar Nataraj

19 March 2004
Date

 (L.S.)
John Michael Repasky

17 March 2004
Date

*Gas to Liquid Technology*
Donation Agreement**TECHNOLOGY DONATION AGREEMENT**

This Agreement, which shall be effective as of 26 December 2003 ("Effective Date"), is made between AIR PRODUCTS AND CHEMICALS, INC. ("AIR PRODUCTS"), a corporation organized and existing under the laws of the State of Delaware, with offices at 7201 Hamilton Boulevard, Allentown, Pennsylvania 18195-1501, and The MID-AMERICA COMMERCIALIZATION CORPORATION ("MACC"), a non-profit institution organized and existing under the laws of the State of Kansas, with offices at 1500 Hayes Drive, Manhattan, Kansas. 66502

1 BACKGROUND

1.1 AIR PRODUCTS is the owner of certain patents and patent applications in the area of Gas to Liquids ("GTL") Technology ("FIELD"). MACC has a proven track record in developing and commercializing donated technologies. MACC has indicated an interest in receiving a donation of AIR PRODUCTS PATENT RIGHTS and in receiving AIR PRODUCTS KNOW-HOW, as both are defined below, related to the FIELD. MACC's interest in the donation is to further MACC's goals and objectives, and particularly to further develop donated technologies through university research and/or to license donated technologies for commercial application to meet market, social and economic needs, while also using donated technologies to enhance educational programs and facilitate the establishment of mutually beneficial relationships between industry and academe. AIR PRODUCTS is willing to donate its rights in the AIR PRODUCTS PATENT RIGHTS and AIR PRODUCTS KNOW-HOW to MACC.

1.2 In consideration of the above premises, and the promises and obligations of the respective Parties set forth below, AIR PRODUCTS and MACC, intending to be legally bound, agree as follows:

2 DEFINITIONS

2.1 The terms designated in entire caps (except for the heading of Articles and Paragraphs) shall have the meanings set forth below or set forth in other paragraphs of this Agreement.

2.2 "AIR PRODUCTS AFFILIATES" means any company or entity in which AIR PRODUCTS owns, directly or indirectly, at least fifty percent (50%) of the stock having the right to vote for directors thereof.

2.3 "AIR PRODUCTS PATENT RIGHTS" means the patents and patent applications listed in Appendix A hereof.

2.4 "AIR PRODUCTS KNOW-HOW" means AIR PRODUCTS technical information expressly listed in Appendix B.

2.5 "CONFIDENTIAL INFORMATION" means the valuation of the DONATED PROPERTY performed by or on behalf of AIR PRODUCTS as well as all documents relating to the valuation and how such valuation was determined and calculated. For purposes of clarity, any document listed in Appendix B shall not be construed to be covered by the definition of CONFIDENTIAL INFORMATION.

29 December 2003

2.6 "DONATED PROPERTY" means all of the AIR PRODUCTS PATENT RIGHTS and the AIR PRODUCTS KNOW-HOW, taken collectively.

2.7 "MACC AFFILIATES" means any entity in which MACC directly or indirectly owns or controls at least fifty percent (50%) of the equity or other ownership interests of the entity, or any entity in which MACC served as a founder or co-founder.

3 ASSIGNMENT OF RIGHTS

3.1 AIR PRODUCTS hereby donates and assigns its entire right, title and interest in DONATED PROPERTY to MACC. Such assignment to MACC includes AIR PRODUCTS' right to enforce AIR PRODUCTS PATENT RIGHTS and to recover damages for any infringement retroactively to the issue date of any Patent included in AIR PRODUCTS PATENT RIGHTS. AIR PRODUCTS agrees, at its expense, to promptly record assignments in favor of MACC with the United States, Canadian, European and any other national patent offices for patents and patent applications covered by AIR PRODUCTS PATENT RIGHTS. Since AIR PRODUCTS KNOW-HOW listed in Appendix B is tangential to the know-how developed by AIR PRODUCTS for its core business, MACC acknowledges and agrees that nothing in this Agreement shall require or be construed to require AIR PRODUCTS to disclose other know-how or other information related to (a) EHTR design technology and software; (b) metal dusting abatement technology; (c) the integrations of the technology of the Field technology with air separation units, natural gas liquefaction units, petrochemical production units, ammonia production units, power production units or helium extraction units; (d) technology related to equipment and processes for the production of synthesis gas or hydrogen; (e) technology related to equipment and processes for the separation, purification or recovery of components from any gas containing stream; (f) technology related to equipment and processes the liquefaction of gas streams or their components and (g) AIR PRODUCTS proprietary thermodynamic data base.

3.2 In addition to the foregoing contribution of the AIR PRODUCTS PATENT RIGHTS and as an additional contribution to MACC, AIR PRODUCTS agrees to pay to MACC the sum of One Hundred Fifty Thousand United States Dollars (US\$ 150,000) within thirty (30) days of the Effective Date in the form of a Restricted Grant, which shall be used by MACC either (a) to pay the costs of prosecution and/or maintenance of AIR PRODUCTS PATENT RIGHTS or, at its discretion, (b) to further its goals and objectives of the donation contemplated in Article 1.

4 PATENT AND KNOW HOW ASSISTANCE

4.1 AIR PRODUCTS shall provide reasonable technical assistance to MACC related to the preparation and prosecution of any patent applications relating to improvements of MACC covered by AIR PRODUCTS PATENT RIGHTS or described therein or in AIR PRODUCTS KNOW-HOW which name one or more AIR PRODUCTS employees as inventors, provided that such assistance shall in all cases be provided at times and in a manner that is not unduly disruptive of AIR PRODUCTS' normal course of business. The filing and/or prosecution of any such patent applications under AIR PRODUCTS PATENT RIGHTS shall be at MACC's sole discretion and expense.

4.2 AIR PRODUCTS agrees to cooperate with MACC to the extent AIR PRODUCTS cooperation may be required in the enforcement or defense of any of AIR PRODUCTS PATENT RIGHTS or of any patents obtained pursuant to the preceding paragraph, again provided that such assistance shall be provided at times and in a manner that is not unduly disruptive of AIR PRODUCTS' normal course of business, and further provided reasonable compensation is paid AIR PRODUCTS for the time spent by AIR PRODUCTS employees in these enforcement or defense activities, and for AIR PRODUCTS' reasonable out-of-pocket costs including any necessary travel expenses or accommodation.

4.3 AIR PRODUCTS shall provide reasonable access to MACC, MACC AFFILIATES and their employees to all information relating to KNOW HOW, including relevant lab notebooks, technical data, specifications, drawings, design, testing, and engineering documentation, and similar data helpful in allowing MACC to utilize the DONATED PROPERTY.

4.4 AIR PRODUCTS shall provide MACC with copies (if any) of patent infringement and/or validity analyses and/or opinions prepared by or for AIR PRODUCTS regarding DONATED PROPERTY.

4.5 In order to facilitate the transmission of AIR PRODUCTS KNOW-HOW, AIR PRODUCTS shall make its employees or consultants familiar with the DONATED PROPERTY, contingent upon their availability and willingness, available to MACC for up to five (5) days at times and locations to be agreed upon that are convenient to all parties.

5 WARRANTIES, DISCLAIMERS AND INDEMNITIES

5.1 AIR PRODUCTS IS NOT AWARE OF ANY CLAIM OR WRITTEN THREAT OF CLAIM BY ANY THIRD PARTY THAT THE PRACTICE OF AIR PRODUCTS PATENT RIGHTS WILL INFRINGE THIRD PARTY PATENTS OR INTELLECTUAL PROPERTY RIGHTS. OTHER THAN AS SET FORTH ABOVE, AIR PRODUCTS MAKES NO WARRANTIES WITH RESPECT TO FREEDOM FROM ALLEGED INFRINGEMENT OF THIRD PARTY PATENTS OR FREEDOM FROM THIRD PARTY INFRINGERS, AND AIR PRODUCTS SHALL NOT BE UNDER ANY OBLIGATION TO HOLD MACC OR FUTURE LICENSEES, ASSIGNEES OR TRANSFEREES OF MACC HARMLESS AGAINST SUCH ALLEGED INFRINGEMENT OF THIRD PARTY PATENTS.

5.2 AIR PRODUCTS MAKES NO WARRANTIES WITH RESPECT TO THE POTENTIAL EARNING CAPACITY, POTENTIAL REVENUE GENERATION OR OTHER FUTURE FINANCIAL PERFORMANCE OF DONATED PROPERTY FOR ANY PERIOD AFTER THE EFFECTIVE DATE.

5.3 AIR PRODUCTS ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE PRACTICE BY MACC OR ITS LICENSEES, ASSIGNEES OR TRANSFEREES OF AIR PRODUCTS KNOW-HOW AND/OR AIR PRODUCTS PATENT RIGHTS. MACC RELEASES AIR PRODUCTS, INCLUDING ITS OFFICERS, DIRECTORS AND EMPLOYEES, FROM ANY CLAIMS, COSTS OR DAMAGES, INCLUDING SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY, ARISING AFTER THE EFFECTIVE DATE OUT OF, IN CONNECTION WITH, OR IN THE COURSE OF THE PRACTICE OF DONATED PROPERTY BY MACC, ITS LICENSEES, ASSIGNEES OR TRANSFEREES. WITH RESPECT TO INDEMNIFICATION OF AIR PRODUCTS FOR ACTS

OF MACC'S LICENSEES, ASSIGNEES, OR TRANSFEREES, MACC MAY DISCHARGE THIS DUTY THROUGH USE OF AN INDEMNIFICATION CLAUSE NAMING AIR PRODUCTS AS AN INDEMNIFIED PARTY IN THE LICENSE, ASSIGNMENT, OR OTHER TRANSFER DOCUMENT. THE PARTIES AGREE THAT MACC SHALL ASSUME NO RESPONSIBILITY FOR ANY CLAIMS, COSTS OR DAMAGES ARISING FROM AIR PRODUCTS' USE OF DONATED PROPERTY PRIOR TO THE EFFECTIVE DATE AND THAT NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AIR PRODUCTS SHALL INDEMNIFY MACC, MACC AFFILIATES, LICENSEES OF MACC AND THEIR RESPECTIVE TRUSTEES, OFFICERS AND EMPLOYEES, FROM ANY CLAIMS, COSTS OR DAMAGES, INCLUDING SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY, ARISING ON OR BEFORE THE EFFECTIVE DATE OUT OF, IN CONNECTION WITH, OR IN THE COURSE OF THE PRACTICE OF DONATED PROPERTY.

5.4 AIR PRODUCTS REPRESENTS AND WARRANTS THAT IT HAS RIGHT, TITLE AND INTEREST IN AND TO DONATED PROPERTY AND HAS THE AUTHORITY TO ENTER THIS AGREEMENT. AIR PRODUCTS FURTHER REPRESENTS AND WARRANTS THAT IT IS NOT AWARE OF ANY CLAIMS IT HAS (WHETHER ASSERTED OR UNASSERTED) AGAINST THIRD PARTIES ARISING OUT OF ANY CONTRACT NEGOTIATIONS, CONTRACTS, OR ANY OTHER LEGAL ENTITY RELATIONSHIPS WITH SUCH THIRD PARTIES. AS USED IN THIS PARAGRAPH, "CLAIMS" SHALL MEAN A LITIGATION CLAIM, OR A WRITTEN DOCUMENT WITH AN ACTUAL THREAT OF A CLAIM OR A REASONABLE INFERENCE OF A CLAIM. IN ALL OTHER RESPECTS, AIR PRODUCTS PROVIDES THE DONATED PROPERTY "AS IS". AIR PRODUCTS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY WHATSOEVER. AIR PRODUCTS IS UNAWARE OF ANY CONTRACTS, INCLUDING LICENSES, OPTIONS AND COLLABORATIVE ARRANGEMENTS, RELATING THE DONATED PROPERTY.

5.5 AIR PRODUCTS SHALL NOT REPRESENT, DIRECTLY OR INDIRECTLY, TO ANY THIRD PARTY OR GOVERNMENTAL ENTITY THAT MACC HAS IN ANY WAY APPROVED OF, ENDORSED, OR AGREED TO ANY OF AIR PRODUCTS' CONFIDENTIAL INFORMATION. AIR PRODUCTS SHALL INDEMNIFY AND HOLD MACC HARMLESS FROM AND AGAINST ANY CLAIMS REGARDING THE VALUATION AND DEDUCTIBILITY OF THE DONATED PROPERTY.

5.6 Any licenses that MACC grants with respect to DONATED TECHNOLOGY and any assignment it makes of AIR PRODUCTS PATENT RIGHTS, other than licenses to Kansas State University, other research universities or other research institutions for research purposes only, to the extent allowed by law, will provide as an express condition of the license or assignment that the licensee or assignee (a) assumes all risk, responsibility and liability for any and all claims, expenses and judgments (including attorney's fees) arising out of or in the course of its (or any sublicensees') practice of the DONATED TECHNOLOGY, and (b) will release, indemnify, defend and hold harmless AIR PRODUCTS, AIR PRODUCTS AFFILIATES, MACC and MACC AFFILIATES from any claims, costs or damages, including special, indirect or consequential damages, under any theory of liability, arising out of or in the course of such practice. If MACC, in its sole discretion, requires its licensee or assignee of the AIR PRODUCTS PATENT RIGHTS to purchase and maintain comprehensive general liability insurance, MACC will require that the policy name AIR PRODUCTS and AIR PRODUCTS

AFFILIATES as an additional insured, include a waiver of all rights of subrogation against AIR PRODUCTS and AIR PRODUCTS AFFILIATES, and include, where applicable, a contractual liability endorsement to support the licensee's or assignee's indemnity obligations.

5.7 Nothing in this Agreement shall be construed as conferring by implication or otherwise any license or rights under any patents, trademarks, trade secrets, copyrights or any other intellectual property of AIR PRODUCTS other than the PATENT RIGHTS. AIR PRODUCTS represents that it is not aware of any dominant patent or patent application owned or controlled by, or licensed to, AIR PRODUCTS and, if existing, shall not invoke such rights in any way to restrict the exploitation of the PATENT RIGHTS. AIR PRODUCTS covenants not to sue MACC, MACC AFFILIATES, and any licensees of MACC for practice within the defined scope of claims of PATENT RIGHTS.

6 EXPORT OF INFORMATION OR TECHNOLOGY

6.1 MACC will not at any time after the Effective Date knowingly export or re-export any information or software received from AIR PRODUCTS or the direct products of such information or software to any country, person or entity or for any use prohibited by the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

7 GOVERNING LAW

7.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania excluding those laws pertaining to conflicts of law.

8 CONFIDENTIALITY

8.1 MACC agrees to: (i) use all reasonable efforts to prevent the disclosure of CONFIDENTIAL INFORMATION to any party, without AIR PRODUCTS' prior written consent, other than to MACC AFFILIATES and the employees of MACC or MACC AFFILIATES on a need-to-know basis, (ii) take measures that, in the aggregate, are no less stringent than those measures MACC uses to protect the confidentiality of its own confidential information, and (iii) to advise the employees of MACC or MACC AFFILIATES of the confidential nature of the CONFIDENTIAL INFORMATION and of the prohibitions on revealing such CONFIDENTIAL INFORMATION contained herein. If MACC needs to disclose the CONFIDENTIAL INFORMATION to a third party in order for MACC to further develop and commercialize the DONATED TECHNOLOGY and AIR PRODUCTS has agreed to such disclosure, then AIR PRODUCTS will allow the disclosure, provided that, such third party is under confidentiality obligations to MACC consistent with the obligations of this Agreement. If MACC makes a disclosure to a third party under the provisions of this Paragraph 8.1, MACC agrees to be responsible for compliance by such third party with the obligations of this Agreement and for any breach of such obligations by such third party.

8.2 The obligations of Paragraph 8.1 related to confidentiality and nonuse shall not apply if (i) the confidential information at the time of disclosure or in the future becomes public through no breach of this Agreement by MACC; (ii) the confidential information is received from a third party with no obligation of confidentiality; (iii) the information was in MACC's possession at the time of disclosure by AIR PRODUCTS as shown by written record; or (iv) fifteen (15) years has passed since the Effective Date of this Agreement.

8.3 AIR PRODUCTS agrees to allow MACC to retain a copy of the CONFIDENTIAL INFORMATION. MACC agrees to maintain the CONFIDENTIAL INFORMATION in a secure location.

8.4 If MACC, or anyone to whom MACC has transmitted CONFIDENTIAL INFORMATION pursuant to this Agreement, becomes legally compelled to disclose any of the CONFIDENTIAL INFORMATION, or is required to do so by any governmental agency or body, MACC will promptly notify AIR PRODUCTS so that AIR PRODUCTS may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or if AIR PRODUCTS agrees to waive compliance with the provisions of this Agreement, MACC or such other person shall furnish only that portion of the CONFIDENTIAL INFORMATION which MACC's legal counsel has determined is legally required.

8.5 The MACC agrees that any announcement of this Agreement through public relations media, news media, advertising media, sales media, or any other public means of communication shall only be done with the express prior written consent and approval of AIR PRODUCTS.

8.6 As of the Effective Date, the obligations of this Article 8 supercedes that certain confidentiality agreement between MACC and AIR PRODUCTS dated 16 December 2003.

9 EXECUTION

9.1 The parties have caused this Agreement to be signed in duplicate originals by their duly authorized representatives on the dates set forth below.

10 OTHER

10.1 Other than as set forth herein and that certain confidentiality agreement between MACC and AIR PRODUCTS dated 16 December 2003, AIR PRODUCTS has placed no conditions or restrictions on the gift to MACC of the DONATED PROPERTY.

MID-AMERICA COMMERCIALIZATION
CORPORATION

By: 

Name: Ronald L. Sampson

Title: President & CEO

Date: 29 December 2003

AIR PRODUCTS AND CHEMICALS, INC.

By: 

Name: Cecil C. Chappel

Title: V.P. Gases & Equip. Technology

Date: 30 December 2003

APPENDIX "A"
AIR PRODUCTS PATENT RIGHTS

Docket Number	Docket Number 06244	Docket Number 06298	Docket Number 06429
06037/06037D			
EP-1,197,471 (allowed)	US 10/083,778	UK 0218815.9 (pending)	US 10/715,757
	(pending)		(pending)
US-6,534,551 (granted)	PCT/IB03/00695	PCT/GB03/03403	
USSN 10/301,953	GCC/P/2003/2506	GCC/GB03/03403	
(pending)			

7153815

ARTICLES OF INCORPORATION
OF
MID-AMERICA COMMERCIALIZATION CORPORATION

The undersigned incorporators, hereby form and establish a corporation Not For Profit under the laws of the State of Kansas.)

ARTICLE I

000001 10 1482 04-25-74

NEW CORPORATION

The name of the corporation is Mid-America Commercialization Corporation.

253015 20.00
10 FROM TOTAL 20.00

ARTICLE II

The location of its registered office in this state is Kansas State University, Office of the Vice President for Institutional Advancement, Anderson Hall, Room 122, Manhattan, County of Riley, Kansas, 66506-0119. The resident agent at this address is Robert Krause.

ARTICLE III

The Corporation is organized as a not for profit corporation exclusively for educational and scientific purposes as authorized under Section 501(c)(3) of the United States Internal Revenue Code. The Corporation will create and sustain a formal network that will support technology advancement, technology transfer, education and scientific research.

To meet its purpose, the Corporation is to have and exercise all the powers conferred by the laws of the State of Kansas upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, board, officers or other persons; provided, however, that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to employees and agents and to make payments and distributions in furtherance of the purposes set forth in the first paragraph of Article III above.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. The Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal

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Revenue Code of 1986 or by a corporation, contributions to which are deductible under Section 170 of the Internal Revenue Code of 1986.

ARTICLE IV

The term for which the Corporation is to exist is perpetual.

ARTICLE V

The Corporation shall be a non-stock membership corporation. The Corporation shall have a single class of voting members consisting of three (3) voting members identified in Article VI below. Each voting member shall be entitled to elect four (4) of Corporation's twelve (12) elected directors. The Corporation's By-laws may provide for additional rights and privileges appertaining to the voting members, and may also create and define additional classes of non-voting members, provided, however, such By-laws may not be inconsistent with any provision of these Articles of Incorporation.

ARTICLE VI

The names and addresses of the Corporation's initial voting members are as follows:

Name and Address:

Kansas Technology Enterprise Corporation
112 S.W. Sixth Street
Suite 400
Topeka, Kansas 66603

Kansas State University
c/o Office of the President
Manhattan, Kansas 66506

Manhattan Chamber of Commerce
555 Poyntz
P.O. Box 988
Manhattan, Kansas 66506

ARTICLE VII

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, transfer all of the assets of the Corporation to such organization or organizations organized and operated exclusively for charitable, educational, religious, scientific, or any other purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 as the Board of Directors shall

determine, giving preference to organizations with purposes similar to those of this Corporation. Any such assets not so disposed of shall be disposed of by the District Court in the county in which the principal office of the Corporation is located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII

The initial Board of Directors of the Corporation shall consist of thirteen (13) persons, twelve (12) of whom shall be elected by the Corporation's voting members pursuant to Article V above. The President of Kansas Technology Enterprise, Corporation shall sit ex officio as the Corporation's thirteenth Director. If one or more vacancies exist on the Board of Directors, any action taken by a quorum of the remaining Directors pursuant to K.S.A. 17-6302(b), as amended, shall be valid and binding upon the Corporation.

Except as otherwise expressly provided by statute, these Articles of Incorporation and the By-laws of the Corporation, all as may be amended from time to time, all powers of management, direction and control of the Corporation, its properties and business affairs are vested in the Board of Directors.

ARTICLE IX

Unless otherwise expressly provided by statute, the Board of Directors is expressly conferred with exclusive authority to make, alter, amend or repeal the By-laws of the Corporation.

ARTICLE X

A Director of the Corporation shall not in the absence of fraud be disqualified from his or her office by dealing or contracting with the Corporation.

ARTICLE XI

Appointment to the Board of Directors shall be as specified in the By-laws of the Corporation.

ARTICLE XII

The Corporation may indemnify its Directors, officers, employees and agents to the fullest extent permitted by law.

ARTICLE XIII

No Director of the Corporation shall be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty by the Director as a Director. Notwithstanding the foregoing sentence, a Director shall be liable to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the Corporation or its members; (ii) for acts or omissions or a knowing violation of law; (iii) under the provisions of K.S.A. 17-6424 and amendments thereto; or (iv) for any transaction from which the Director derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any Director of the Corporation for or with respect to any acts or omissions of such director occurring prior to the date when such amendment becomes effective.

ARTICLE XIV


The Corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon members herein are granted subject to this reservation.

ARTICLE XV

The name and mailing address of the incorporator is as follows:

<u>Name:</u>	<u>Mailing Address:</u>
Michael J. Wojcicki	112 S.W. 6th Street
Vice President	Topeka, Kansas 66603
Kansas Technology	
Enterprise Corporation	

The undersigned incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the laws of the State of Kansas, does hereby adopt the foregoing Articles of Incorporation, and in witness whereof, has hereunto set his hand this 22nd day of April, 1994.



Michael J. Wojcicki

STATE OF Kansas)
COUNTY OF Shawnee) ss.

On this 22nd day of April, 1994, before me a Notary Public in and for said County and State, personally appeared Michael J. Wojcicki, to me known to be the incorporator of a proposed Kansas corporation, Mid-America Commercialization Corporation, and who executed, as such Incorporator, the foregoing instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Pamela J. Hejner
Notary Public

My Commission Expires:

10-1-97



215-3815

Form
RO

Secretary of State/Corporation Division
Change of Registered Office or Agent

We, Ronald L. Sampson President or Vice President and
Ronald L. Sampson Secretary or Assistant Secretary of Mid-America Commercialization
Corporation

a corporation organized and existing under and by virtue of the
laws of the state of Kansas, do hereby certify
that at a meeting of the board of directors of said corporation the
following resolution was duly adopted:

0823 05-14-1997 09:50:03
2153815
53 CORPORATION CHANGE
20.00

Do not write in this space.

Be it resolved that the Registered Office in the State of
Kansas of said corporation be changed to:

1500 Hayes Drive Manhattan Pottawatomie Kansas 66502
Street and Number Town or City County State Zip Code

Be it further resolved that the Resident Agent of said corporation in the state of Kansas be
changed to:

Ronald L. Sampson

Individual or Kansas Corporation

The President and Secretary are hereby authorized to file and record the same in the manner
as required by law.

[Signature]

President or Vice President

[Signature]

Secretary or Assistant Secretary

State of Kansas

County of Pottawatomie } ss.

Before me, a Notary Public, came Ronald L. Sampson President, Vice President and
Ronald L. Sampson Secretary, Assistant Secretary of the above-named corporation,
who are known to me to be the persons who executed the foregoing certificate in their official capacities
and duly acknowledged the execution of the same this 2nd day of May, 1997

(Seal)



[Signature]
Beverly L. Fulton
(Notary Public)

My commission or appointment expires May 16, 192000

Please submit this form in duplicate, with \$20 filing fee, to:
Ron Thornburgh, Secretary of State, 2nd Floor, State Capitol, 300 S.W. 10th Ave.,
Topeka, KS 66612-1594, (913) 296-4564

FILED
SECRETARY OF STATE
KANSAS
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1

Contact Information

Kansas Secretary of State
 Ron Thornburgh
 Memorial Hall, 1st Floor
 120 S.W. 10th Avenue
 Topeka, KS 66612-1594
 (785) 296-4564
 kssos@kssos.org
 www.kssos.org

KANSAS SECRETARY OF STATE
Nonprofit Corporation Certificate of Amendment

AN**53-13**

All information must be completed or this document will not be accepted for filing.

1. Name of the corporation:


Mid-America Commercialization Corporation

Name must match the name on record with the secretary of state

2. The articles of incorporation are amended as follows:

Please see attached.

06-29-2004	11:42:00
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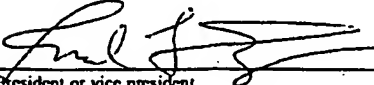


00909068

The amendment was adopted in accordance with the provisions of K.S.A. 17-6602.

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct.

Executed on the 28th of June, 2004
 Day Month Year


 President or vice president

Attest: 
 Secretary or assistant secretary

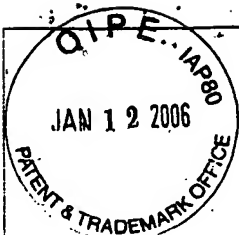
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**AMENDMENTS TO KANSAS NONPROFIT ARTICLES OF INCORPORATION:
MID-AMERICA COMMERCIALIZATION CORPORATION**

The articles of incorporation are amended as follows:

ARTICLE I: The name of the corporation is National Institute for Strategic Technology Acquisition and Commercialization.

ARTICLE V: The Corporation shall be a non-stock membership corporation. The Corporation shall have a single class of voting members consisting of the two (2) voting members identified in Article VI below. Each voting member listed below shall be entitled to elect four (4) of the Corporation's elected directors. The Corporation's By-laws may provide for additional rights and privileges appertaining to the voting members, and may also create and define additional classes of non-voting members, provided, however, such By-laws may not be inconsistent with any provision of these Articles of Incorporation.

ARTICLE VI: The names and addresses of the Corporation's voting members are as follows:

Kansas State University
C/o Office of the President
Anderson Hall, Room 110
Manhattan, Kansas 66506

Kansas Technology Enterprise Corporation
C/o Office of the President
214 S. W. Sixth Street, Suite 100
Topeka, Kansas 66603

ARTICLE VIII: The Board of Directors shall consist of not less than nine (9) persons, four of each shall be elected initially by the Corporation's voting members pursuant to Article V above. The ninth director shall be elected initially by mutual agreement between the voting members. If one or more vacancies exist on the Board of Directors, any action taken by a quorum of the remaining directors pursuant to K.S.A. 17-6302(b), as amended, shall be valid and binding upon the Corporation.

Except as otherwise expressly provided by statute, these Articles of Incorporation and the By-laws of the Corporation, all as may be amended from time to time, all powers of management, direction and control of the Corporation, its properties and business affairs are vested in the Board of Directors.

OTHER ARTICLES: All other Articles remain unchanged.

28 June 2004

CONSENT

Consent is hereby given to the adoption of the name: National Institute for Strategic Technology Acquisition and Commercialization by Mid-America Commercialization Corporation, a Kansas not-for-profit company.

Dated as of the 28th day of June 2004.

National Institute for Strategic
Technology Acquisition and
Commercialization

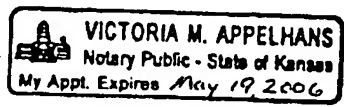
By: [Signature]
Kent Glasscock, President

ATTEST:

By: [Signature]
Ronald L. Sampson
Secretary

STATE OF KANSAS)
) ss:
COUNTY OF POTTAWATOMIE)

The foregoing instrument was acknowledged before me this 28th day of June 2004, by Kent Glasscock, President, on behalf of the Corporation.



[Signature]
Notary Public

My Appointment Expires:

May 19, 2006

I hereby certify this to be a true and
correct copy of the original on file.
Certified on this date: 4/18/2004
Ron Thornburgh, Secretary of State

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